

EXHIBIT C

VICTORY VERBATIM COURT REPORTING SERVICES

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

RD/Id

In re: } Chapter 11
W.R. GRACE & CO., et al., } Case No. 01-01139 (JKF)
Debtors. } (Jointly Administered)
Re: Docket No. 13406

This is the Deposition of GRAEME MEW in the above-noted matter, taken at the law offices of OGILVY RENAULT, 222 Bay Street, 38th Floor, Toronto, Ontario, on the 15th day of March, 2007.

APPEARANCES :

DANIEL A. SPEIGHTS -- for the Canada Claimants

Speights & Runyan
200 Jackson Avenue East
P.O. Box 685
Hampton, South Carolina
29924

DOUGLAS E. CAMERON -- for W.R. Grace & Co.

Reed Smith LLP
435 Sixth Avenue
Pittsburgh, Pennsylvania
15219

JESSICA GLASS
Kramer Levin Naftalis &

-- for Official Committee
of Equity Shareholders

Frankel
1177 Avenue of the Americas
New York, New York
10036
(via teleconference)

Ernst & Young Tower
222 Bay St. Suite 900
Toronto, Ont. M5K 1H6 416-360-6117

VICTORY VERBATIM COURT REPORTING SERVICES

G. Mew - 58

1 A. No. Yes and no. I guess the two
2 could overlap, but a fraudulent misrepresentation
3 would be a misrepresentation that was made when the
4 maker of the misrepresentation knew it to be untrue.

5 266. Q. Are all three of the
6 misrepresentations torts?

7 A. I am hesitating in answering that,
8 because misrepresentation is a concept of contract
9 law, but the use of the word, "negligent
10 misrepresentation" obviously mixes the contract and
11 tort concepts. So, I am reluctant to give you an
12 unequivocal answer to that. I would say that
13 misrepresentation is generally regarded as a branch
14 of the law of contract.

15 267. Q. Is there a cause of action for
16 failure to warn?

17 A. It would be an allegation of
18 negligence, but one sees that allegation made; or
19 breach of contract if it was alleged that there was
20 a duty to warn as an express or implied term of the
21 contract.

22 268. Q. Is there a concept of continuing
23 duty to warn in Canada?

24 A. I'm not sure I would call it a
25 concept, but that is an allegation that could be

G. Mew - 60

1 nexus, it would be an allegation that was made in
2 the context of contract or tort.

3 272. Q. In order to have a tort action, must
4 there be an injury?

5 A. There must be a wrong; there has to
6 be a wrong that is recognized in law.

7 273. Q. What is a wrong?

8 A. It depends on what the context is.

9 274. Q. Well, if you had a products
10 liability action sounding in negligence, must the
11 plaintiff prove that there has been injury?

12 A. To recover damages, you would have
13 to show that there has been...I use the term broadly
14 ...an injury. Obviously, we are going to talk about
15 pure economic loss, but if we are talking about
16 injury, that would be a form of injury.

17 275. Q. Is there a recognized treatise, or
18 hornbook as we say in the U.S., on products
19 liability law in Canada?

20 A. Professor Klar would be one of the
21 ...the Klar's torts textbook would be one of the
22 leading texts, and there is another tort text by Mr.
23 Justice Linden, who is a Federal Court of Appeal
24 judge; and a number of British and Commonwealth
25 texts are also routinely consulted.

G. Mew - 59

1 made.

2 269. Q. Would that fall under negligence, as
3 well?

4 A. That is really the same answer as I
5 gave before; it could be an allegation relating to
6 the breach of a duty in negligence, or it could be
7 an allegation relating to the breach of an express
8 or implied term of the contract.

9 270. Q. Is there a separate products
10 liability cause of action in Canada?

11 A. No. Products liability is generally
12 a matter of tort and contract law.

13 271. Q. In the U.S., in some jurisdictions,
14 there is an allegation that often appears in product
15 liability complaints, that a product was defective
16 because it did not contain an adequate warning. Is
17 there such an allegation that is made in Canada, and
18 if so, what cause of action does it fit under?

19 A. I would say that the failure to warn
20 would not be an allegation that goes to the route of
21 the defect of the product itself, but would be a
22 collateral obligation that it's alleged the maker or
23 distributor of the product owed to the consumers of
24 that product or people who came into contact with
25 it. So, depending on whether there is a contractual

G. Mew - 61

1 276. Q. Are there other experts in Canada on
2 statutes of limitations?

3 A. I'm sure there are.

4 277. Q. If you had a conflict in a matter
5 and wanted to refer somebody to another expert on
6 statute of limitations, who would you refer the
7 person to? You can give me more than one name if
8 you don't want to discriminate against someone.

9 A. Well, there are a number of people.
10 There is a fellow called James Morton; there is a
11 gentleman called Timothy Bates. They are both
12 lawyers here in Toronto. They are the two people
13 who spring first and foremost to mind. In certain
14 discrete areas, there are others, particularly in
15 real estate. But those are a couple of names I
16 would offer to you.

17 278. Q. What must a plaintiff prove to
18 recover in an asbestos building case in Canada?

19 A. The plaintiff would have to show
20 that there was a breach of a duty owed to him, her
21 or it, which resulted in injury, using that term
22 broadly in the way that we did a few minutes ago.

23 279. Q. Would you have to identify the
24 manufacturer of the product at issue?

25 A. If you wanted to recover a judgment